



SCOPE OF WORK PROVISIONS

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER

IN

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN
LUIS OBISPO, SANTA BARBARA and VENTURA COUNTIES.

**MASTER LABOR AGREEMENT
AS AMENDED**

Between

**FLOOR COVERING ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.**

And

**PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO-CLC
ON BEHALF OF
RESILIENT FLOOR AND DECORATIVE COVERING
LOCAL UNION NO. 1247**

1999 - 2004

R E C E I V E D
Department of Industrial Relations

NOV 09 1999

Div. of Labor Statistics & Research
Chief's Office

ARTICLE II - SCOPE OF AGREEMENT

Section 1. Geographical Area. This Agreement is effective within the geographical areas included within Orange, Los Angeles, Riverside, San Bernardino, Ventura, Santa Barbara and San Luis Obispo Counties.

Section 2. Work Covered by This Agreement. Floor and decorative coverings workers' work will include, but not be limited to: (1) measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base and/or underlayment(s) wherever it may be, all materials whether used either as a decorative covering, topping or as an acoustical appliance such as carpets of all types and designs, sheet rubber, sheet linoleum, sheet vinyl, laminate floors and laminate floor systems, cork carpet, rubber tile, linoleum tile, asphalt tile, cork tile, interlocking tile, vinyl tile, vinyl composition tile, composition in sheet or tile form, top set base, and all derivatives of above; artificial turf and derivatives thereof, all resilient seamless materials such as epoxy, polyurethane, plastics and their derivatives whether poured on, sprayed on or troweled on components and systems; (2) the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base and/or underlayment(s) where the above materials are to be installed or applied, such as drilling, plugging and slating for installing or fastening of carpet, the installing of all nosings, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid, which includes but is not limited to, sanding, substrate preparation and the application of all self-leveling, trowelable and board underlayments; (3) the removal of the aforementioned installed material from its base and/or underlayments as required; (4) the cleaning of rugs or carpets and all drapery, make-up and the installation of drapes and window treatments.

Section 3. Subcontracting Work Covered by This Agreement. If any Employer sublets any work covered by this Agreement, provision shall be made in the terms of the subcontract for the work to be performed by the subcontractor in accordance with the terms of this Agreement. The purpose of this Section is to preserve and protect the work opportunities normally available to workers covered by this Agreement and to maintain and protect the standards and benefits of workers covered by this Agreement which have been negotiated over many years.

(a) Subcontract Work. Neither the Employers nor any of their subcontractors shall contract or subcontract any work covered by this Agreement to be done at the site of the construction, alteration or repair of a building, structure or other work except to a person, firm or corporation which is a party to a current labor agreement with the Union.

(b) Employer Liable if Subcontractor Does Not Perform Work in Accordance With This Agreement. If the Employer subcontracts work covered by this Agreement and the subcontractor fails to pay wages and fringe benefits in accordance with this